

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

AMENDMENT TO OIL AND GAS LEASE

STATE OF TEXAS }

COUNTY OF TARRANT }

THAT, WHEREAS, on the 16th day of January, 2007, **Clayton Faulkner and wife, Angela Smith-Faulkner**, as Lessor, executed and delivered unto **XTO Energy, Inc.**, as Lessee, an Oil and Gas Lease, recorded in Tarrant County Clerk's file number D207110645, Official Public Records, Tarrant County, Texas, and covering 0.510 acres of land, more or less, being described as follows:

0.510 acres more or less, being a certain lot, tract or parcel of land out of the N.H. Carroll survey, A-264, also described as being all Lot 1 Block 32, of Calloway Park Addition, an Addition to the City of Fort Worth, Tarrant County, Texas, according to the plats thereof recorded in Volume 388-165, Page 29, of the plat records of Tarrant County, Texas and being the same land described in "Warranty Deed", dated February 26, 2004, from Linda L. Klee, Trustee under the Linda L. Klee Living Trust to Clayton Faulkner and Angela Smith, recorded Instrument #D204063928 of the Tarrant County, Texas Records.

WHEREAS, **Chesapeake Exploration, L.L.C.**, an Oklahoma limited liability company, is the present owner and holder of said lease and all rights thereunder or incident thereto and has requested that the Lessor amend the expiration date and description of the lands in the lease.

WHEREAS, since the execution, delivery, and recording of the Lease, it has been discovered that the description of lands contained in Exhibit "A" of the Lease does not adequately describe the lands Lessor intended to lease to Lessee. Lessor and Lessee desire to amend and correct the description of lands as contained in Exhibit "A" of the Lease to accurately identify the lands to be covered by the Lease.

LESSOR and Lessee acknowledge and agree that the Lease is amended so that it now covers the following described lands:

0.510 acres of land, more or less, out of the N.H. Carroll Survey, A-264, and being described as Lot 1, Block 3, Calloway Park Addition to the City of Fort Worth, Tarrant County, Texas, according to the Plat recorded in Volume 388-165, Page 29, Plat Records, Tarrant County, Texas, and being the same lands conveyed in that certain Warranty Deed with Vendor's Lien dated February 26, 2004, between Linda L. Klee, trustee under the Linda L. Klee Living Trust as Grantor, and Clayton Faulkner and Angela Smith as Grantee, recorded in County Clerk's File No. D204063928, Deed Records, Tarrant County, Texas.

LESSOR ratifies, adopts, and confirms the Lease and extends the Lease to cover the lands described in this Amendment as if the description of lands set out above had been originally included in the Lease. Lessor grants, leases, and lets to Lessee, its successors and assigns, the lands described in this Amendment for the purposes and upon the terms, conditions, and provisions contained in the Lease.

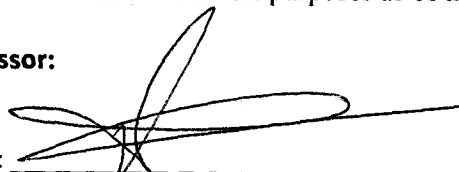
FOR Ten dollars and other consideration, Lessor and Lessee agree that the Lease is amended so that the primary term, of Three (3) years provided for in the Lease, shall be Three (3) years, Six (6) months from the original date of the Lease, having the effect of extending the primary term of the Lease

for an additional Six (6) months. Lessor leases and lets to Lessee, its successors and assigns, the lands for the purposes and on the terms and conditions provided in the Lease, as amended and extended by this Amendment. Lessor warrants to be the owner of the Lands and the minerals in and under the Lands with full right and authority to execute this Amendment to extend the primary term and provisions of the Lease.

THIS Amendment shall extend to and be binding upon both Lessor and Lessee, and their respective heirs, executors, administrators, successors, and assigns. Except as stated in this Amendment, the Lease shall continue in full force and effect as to all of its other terms and provisions. The consideration paid to Lessor for this Amendment is the full consideration for the extension of the primary term of this Lease. The Lease is deemed a "Paid Up" Lease for its entire extended primary term.

THIS Amendment is signed by the Lessor as of the date of acknowledgement of the Lessor's signatures, but is effective for all purposes as of the Effective Date shown above.

Lessor:

By: 

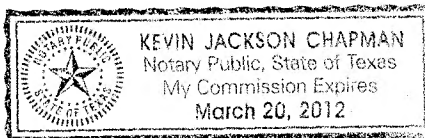
Printed Name: Clayton Faulkner


By: Angela Smith-Faulkner

Printed Name: Angela Smith-Faulkner

STATE OF TEXAS §
COUNTY OF TARRANT § ACKNOWLEDGEMENT §

This instrument was acknowledged before me on the 6th day of January, 2010, by Clayton Faulkner, as Lessor.



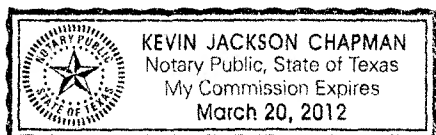

Notary Public, State of Texas


Notary's name (printed): KEVIN JACKSON CHAPMAN

Notary's commission expires: MARCH 20, 2012

STATE OF TEXAS §
COUNTY OF TARRANT § ACKNOWLEDGEMENT §

This instrument was acknowledged before me on the 15th day of January, 2010, by Angela Smith-Faulkner, as Lessor.



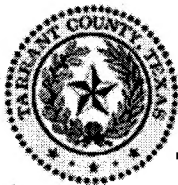

Notary Public, State of Texas

Notary's name (printed): KEVIN JACKSON CHAPMAN

Notary's commission expires: MARCH 20, 2012

SUZANNE HENDERSON

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

FOUR SEVENS ENERGY CO LLC
201 MAIN ST STE 1455
FT WORTH, TX 76102

Submitter: FOUR SEVENS ENERGY CO.,
LLC

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 1/15/2010 3:40 PM

Instrument #: D210010624

OPR

3

PGS

\$20.00

By: _____

Suzanne Henderson

D210010624

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: CAMADDOCK